

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CENTEX HOMES,

Plaintiff,

VS.

EVEREST NATIONAL INSURANCE
COMPANY, *et al.*,

Defendants.

Case No.: 2:16-cv-01275-GMN-PAL

ORDER

Pending before the Court is the Motion to Dismiss, (ECF No. 19), filed by Defendant Lexington Insurance Company (“Defendant”). Plaintiff Centex Homes (“Plaintiff”) filed a Response, (ECF No. 28), and Defendant filed a Reply, (ECF No. 34). The commercial general liability (“CGL”) policies at issue in this case include the following language:

A. Section II –Who Is An Insured is amended to included as an insured [Plaintiff], but only with respect to liability arising out of your on-going operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

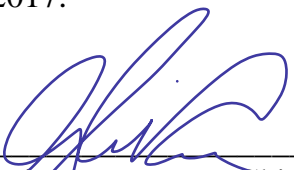
1 subcontractor engaged in performing operations for a
2 principal as a part of the same project.

3 (Ex. 1 to Def.'s App. at 7–8, ECF No. 20-1); (*see also* Ex. 2 to Def.'s App. at 8–9, ECF No. 20-
4 2).

5 The parties' briefing on Defendant's Motion to Dismiss does not discuss the two
6 exclusions to the additional insured endorsement noted above. Accordingly,

7 **IT IS HEREBY ORDERED** that the parties must each file a brief by July 3, 2017, not
8 to exceed ten pages, discussing whether the exclusions are relevant to Defendant's Motion
9 with regard to Plaintiff's breach of contract claim.

10 **DATED** this 18 day of ^{June} [REDACTED], 2017.

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13 Gloria M. Navarro, Chief Judge
14 United States District Court
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